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DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

MIA OUTDOORS DISTRIBUTION SERVICES, LLC, an Oklahoma domestic limited liability company, d/b/a JIMMY'S EV WORLD, JIMMY LONG, an individual, and TERRENCE ANTON, an individual,	)
Plaintiffs,	)
v.	)
MIA GLOBAL USA, INC., a foreign business corporation; MIA GLOBAL, INC., a foreign business corporation; MBAK ENERGY SOLUTIONS, INC.; CHINA BAK BATTERY, INC.; MICHELLE BOOS, an individual; GABRIEL CARRELO, an individual; RANDELL TORNO, an individual; and NOLIN HAN, an individual,	)
Defendants.	)

Case No. CJ-2026-00334

Judge Caroline Wall

PETITION

Plaintiffs, MIA Outdoors Distribution Services, LLC d/b/a Jimmy's EV World ("MIA Outdoors"), Jimmy Long ("Long") and Terrence Anton ("Anton"), by and through their attorneys of record, Drummond Law, PLLC, for their causes of action against the Defendants, MIA Global USA, Inc. ("MIA USA"), MIA Global, Inc. ("MIA Global"), MBAK Energy Solutions, Inc. ("MBAK"), China BAK Battery, Inc. ("China BAK"). Michelle Boos ("Boos"), Gabriel Carrelo ("Carrelo"), Randell Torno ("Torno"), and Nolin Han ("Han"), alleges and states as follows:

PARTIES

1. Plaintiff MIA Outdoors is an Oklahoma domestic limited liability company conducting business in Cherokee County, Oklahoma.

2. Plaintiff Long is a resident of Cherokee County, Oklahoma.

3. Plaintiff Anton is a resident of Cherokee County, Oklahoma.

4. Upon information and belief, Defendant MIA USA, is a domestic business corporation organized under the laws of Delaware with its principal place of business in New York.

5. Upon information and belief, Defendant MIA Global, is a domestic business corporation organized under the laws of Delaware with its principal place of business in New York.

6. Upon information and belief, Defendant MBAK, maintains its principal place of business in North Carolina.

7. Upon information and belief, Defendant China BAK, is a Chinese company whose principal place of business in the United States is in Nevada.

8. Upon information and belief, Defendant Boos, is founder and CEO of MIA USA and MIA Global. She is a resident of South Korea.

9. Upon information and belief, Defendant Carrelo, is a principal of MIA Global. He is a resident of Connecticut.

10. Upon information and belief, Defendant Han, is a principal of MIA Global. He is a resident of Oregon.

11. Defendant Torno is a co-conspirator of Boos, Carrelo, and Han. Upon information and belief, he is a resident of Texas.

12. The acts and omissions giving rise to this matter arise out of a Master Agreement between MIA Global and MIA Outdoors.

13. The relevant Master Agreement contains a clause under which the parties have agreed to submit their disputes to the jurisdiction of this Court.

14. This Court has both proper jurisdiction and venue for this action.

STATEMENT OF FACTS

15. Defendants engaged in an orchestrated conspiracy to swindle Plaintiffs out of money as part of an elaborate golf cart scheme.

16. On or about February 10, 2025, Plaintiff MIA Outdoors and Defendant MIA Global entered into a Master Agreement ("Agreement"), which is attached as **Exhibit 1** and incorporated in full is a true copy of the Agreement.

17. In April 2024, Plaintiff MIA Outdoors paid $115,000.00 for 20 golf carts, but Defendant MIA Global has failed to honor its obligations.

18. In addition, Defendant MIA Global was responsible for all costs associated with operations for the first year, including but not limited to, build out of facility, signs, payroll, utilities, insurance, lease payments. MIA Global further agreed to pay MIA Outdoors the sum of $150,000 for inventory control.

19. Defendants Boos, Carrelo, and Han have represented themselves as principals of Defendant MIA Global, and they have, on behalf of themselves, acted to facilitate the breach of the Agreement by Defendant MIA Global.

20. At the time that MIA Global entered into the Agreement, MIA Global, Boos, Carrelo and Han knew that MIA Global had no intention of honoring the Agreement.

21. Prior to fraudulently inducing MIA Outdoors to enter into the Agreement with which MIA Global had no intention on honoring, Defendants made false representations to Plaintiff Anton, causing him to pay money to Defendants MIA Global, MIA USA, and Boos, for which those parties wrongfully converted to their own use.

22. As part of the scheme, Defendants Torno, Boos, Carrelo, and Han, fraudulently induced Plaintiff Jimmy Long to invest in a risky penny stock investment and to serve on the board of this company.

23. Examples of fraudulent statements made by Boos include, but not limited to:

a. Boos was buying a small stock company whereby Anton would receive 5 million shares.

b. Boos needed help to build a new product prototype.

c. Boos had an application that would make golf carts self-driving.

24. Examples of items that Boos borrowed money from Long with no intention of repaying are the demerge fee, mobile port storage fees, and Nashville business trip.

FIRST CAUSE OF ACTION – BREACH OF AGREEMENT
(against MIA Global)

25. Plaintiff MIA Outdoors hereby restates and realleges all previous allegations heretofore set forth in this Petition.

26. Defendant MIA Global breached the Agreement by failing to honor any of the obligations to which it agreed in the Agreement.

27. Plaintiff MIA Outdoors has suffered damages in an amount in excess of $75,000.00.

SECOND CAUSE OF ACTION – INTERFERENCE WITH CONTRACTUAL RELATIONS
(against MIA USA, Boos, Carrelo, Han and Torno)

28. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

29. Defendants MIA USA, Boos Carrelo, Han and Torno, engaged in malicious and wrongful acts to prevent MIA Global from honoring its obligations to Plaintiffs, for those Defendants own personal gain.

30. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

THIRD CAUSE OF ACTION – FRAUD
(against all Carrelo, Han, Boos and Torno)

31. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

32. Defendants made false statements it knew were untrue in an effort to induce Plaintiffs to enter into the Agreement, including the promise that golf carts would be delivered upon payment. After Defendant MIA Global breached the Agreement, the remaining Defendants made false statements to Plaintiff MIA Outdoors in order to persuade MIA Outdoors from enforcing its rights under the Agreement.

33. As a result of the false representations made by these Defendants, Plaintiffs have suffered damages in excess of $75,000.

FOURTH CAUSE OF ACTION – CIVIL CONSPIRACY
(against All Defendants)

34. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

35. The Agreement is the culmination of a coordinated effort among Defendants to induce Plaintiffs to transfer money to Defendant MIA Global for the purpose of defrauding Plaintiffs.

36. Defendants engaged in a civil conspiracy to wrongfully bilk Plaintiff out of money.

37. Plaintiffs have suffered damages in an amount in excess of $75,000.

FIFTH CAUSE OF ACTION – CIVIL RICO
(against All Defendants)

38. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

39. The Defendants have combined together to form a distinct legal enterprise.

40. All Defendants have combined together to participate in the enterprise.

41. Each Defendant has engaged in at least two acts of criminal fraud.

42. The fraudulent acts were designed to bilk money out of Plaintiffs and others similarly situated.

43. Plaintiffs have each suffered economic injury as a result of the criminal enterprise.

44. Defendants engaged in a civil conspiracy to wrongfully bilk Plaintiffs out of money.

45. Plaintiffs have suffered damages in an amount in excess of $75,000.

SIXTH CAUSE OF ACTION – CONVERSION
(against MIA Global, MIA USA, Boos, Carrelo, and Han)

46. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

47. Defendants MIA Global, MIA USA, Boos, Carrelo and Han, obtained monies from Plaintiff Anton and wrongfully converted to their own use.

48. As a result of the false representations made by these Defendants, Plaintiff Anton suffered damages in excess of $75,000.

WHEREFORE, Plaintiffs, MIA Outdoors Distribution Services, LLC d/b/a Jimmy's EV World, Jimmy Long and Terrence Anton, respectfully request that this Court enter judgment in its favor and against Defendants, MIA Global USA, Inc., MIA Global, Inc., MBAK, China BAK, Michelle Boos, Gabriel Carrelo, Randell Torno, and Nolin Han, award Plaintiffs damages in an amount in excess of $75,000.00 and all costs, expenses, and reasonable attorney's fees associated with the prosecution of this action, as well as any other relief as this Court deems just and proper.

Respectfully Submitted,

By: _____

Donald A. Lepp, OBA No. 16260
BARROW & GRIMM, P.C.
110 W. 7th Street, Suite 900
Tulsa, OK 74119
918-584-1600
918-585-2444 (fax)
Attorney for Plaintiffs

ATTORNEY'S LIEN CLAIMED

JURY TRIAL DEMANDED

MASTER AGREEMENT

BETWEEN

MIA Outdoors Distribution Services, LLC
Doing Business As: Jimmy's EV World
Represented by its Owner, James "Jimmy" Wesley Long

AND

MIA Global Inc.
Represented by its Founder and Chairman, Michelle Boos

This Master Agreement ("Agreement") is entered into and made effective as of February 10th, 2025, by and between **MIA Outdoors Distribution Services, LLC**, an Oklahoma limited liability company doing business as Jimmy's EV World (hereinafter referred to as "JIMMY"), and **MIA Global Inc.**, a corporation incorporated in the State of Delaware (hereinafter referred to as "MIA"). (collectively known hereinafter as **the "Parties")**

RECITALS

WHEREAS, JIMMY specializes in the buying, selling, and distribution of electric vehicles, e-bikes, scooters, golf carts, hydrogen fuel cell cars, electric passenger and delivery vehicles (collectively referred to as "EVs").

WHEREAS, JIMMY has been in the auto business for over 40 years and serves a client base that exceeds the thousands.

WHEREAS, JIMMY possesses qualified engineering and body shop teams capable of addressing the most complex automotive challenges.

WHEREAS, JIMMY has expertise in certification and homologation processes required to obtain FMVSS (Federal Motor Vehicle Safety Standards) approval for new vehicles.

WHEREAS, MIA is a holding company incorporated in the State of Delaware in July 2022 and operational since February 2023.

WHEREAS, MIA's business purpose is the conceptualization, design, and manufacturing of environmentally friendly products, including batteries, fuel cells, electric vehicles, hydrogen fuel cells, and carbon capture technologies.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

EXHIBIT 1

1.Distributorship:

JIMMY shall serve as the exclusive distributor for the United States territories, with its primary physical location in Tahlequah, Oklahoma. All marketing materials, advertisements, and signage must include elements identifying the MIA brand. The terms of the distributorship, as detailed in this agreement, specify the following minimum requirements.

a. Maintaining a qualified repair shop
b. Meeting minimum yearly sales thresholds
c. Ensuring availability of spare parts
d. Providing proof of financial stability

2.Products:

The MIA products ("EVs") covered under this agreement include:

a. Golf Carts
b. Scooters
c. E-Bikes
d. Hydrogen fuel cell cars
e. Electric passenger and delivery vehicles

3.Territoriality:

JIMMY shall hold exclusive distributorship rights for **the entire United States of America**, ensuring that all MIA products within the U.S. market are distributed, marketed, and sold exclusively through **MIA Outdoors Distribution Services, LLC, DBA: Jimmy's EV World**. This exclusivity grants JIMMY the sole authority to establish and oversee sales operations, dealership networks, and service centers throughout all 50 states and U.S. territories.

To protect and maintain the integrity of this exclusivity agreement, the following conditions shall apply:

- **Authorized Sales & Distribution**: No third party shall be permitted to distribute or sell MIA products within the U.S. without the express written consent of JIMMY.
- **Dealer & Sub-Distributor Network**: JIMMY reserves the right to establish, approve, and regulate all dealership and sub-distributor relationships to ensure brand consistency, service quality, and compliance with market standards.
- **Market Expansion & Representation**: JIMMY shall be responsible for expanding and managing MIA's footprint across the United States, including showroom development, sales channels, and service infrastructure.
- **Competitive Protection**: MIA shall not engage in direct sales within the U.S. nor authorize any other entity to market or sell its products within the territory without JIMMY's approval.

Initials: Initials:

Sub-Distributor Management & Territory Allocation

JIMMY shall have the authority to **negotiate** and **allocate** territories to **Sub-Distributors** to ensure an **equitable** and **structured distribution framework**. This process will be managed to:

- **Ensure fair market access** for all Sub-Distributors without favoritism.
- **Prevent territorial infringement** by clearly defining and enforcing boundaries between Sub-Distributors.
- **Establish guidelines for cooperation**, ensuring that all Sub-Distributors work collaboratively to expand the MIA brand while maintaining their individual market areas.
- **Conduct regular reviews and assessments** to adjust and optimize territories based on performance, demand, and market conditions.

Current Sub-Distributors

1. **Golf Cart Wholesale, LLC** – This **Sub-Distributor** has already agreed to signing a **Sub-Distributor Agreement** and will be allocated territories throughout the **Southeastern United States**, with exclusivity in defined regions to build and support dealership networks effectively.
2. **JJ Pequeno** – A **Sub-Distributor** with whom **JIMMY** is actively negotiating to define the territories where he can begin building dealership networks. The allocation will be determined based on market demand, strategic positioning, and mutual agreement to ensure sustainable growth.

JIMMY shall act as the final authority in resolving any **territorial disputes** among **Sub-Distributors**, ensuring that all parties operate fairly and in alignment with the overarching goals of **JIMMY's EV WORLD** and **MIA**.

4. Rights Granted:

(a) MIA appoints JIMMY as the exclusive independent contractor to distribute the EVs during the term of this Agreement to JIMMY's customers. JIMMY is granted the rights to do all acts reasonably necessary for the marketing, distribution, and sale of the EVs. JIMMY hereby accepts such appointment and shall use its best efforts to distribute the EVs during the Term of this Agreement and agrees that it will not act as a distributor or marketer of similar products for itself or any other company. JIMMY shall not directly or indirectly market any competing EVs during the term hereof.

(b) To support the successful launch and operation of **MIA Outdoors Distribution Services, LLC, DBA JIMMY's EV WORLD**, MIA shall provide an initial budget of **$1,000,000 USD** for the first year of operations. This funding shall be allocated to cover **startup costs, remodeling, staffing/labor cost, marketing, and all other expenses necessary to establish and grow the business.** The disbursement and utilization of these funds shall be managed collaboratively between MIA and JIMMY to ensure the efficient and strategic deployment of resources for the business's long-term success.

(c) Other than as specifically granted herein, JIMMY is given no right, title, or interest in the EVs, nor any service marks, trademarks and/or trade names, nor any copyrights, patent rights or trade secret rights associated with the EVs, or any documentation provided therewith. JIMMY shall not use or duplicate the EVs for any purpose. JIMMY shall not disassemble, decompile, reverse engineer, modify or otherwise change any part of the EVs.

(d) JIMMY's rights granted hereunder are limited to distribution in the United States of America.

5. Premises Rental:

The rental of premises in **Tahlequah, Oklahoma**, shall be **free of charge to JIMMY for the first year of operations**. The premises are currently in the process of closing and are not yet the property of a MIA-affiliated company. Closings are expected in **February or March 2025**. These properties will be used temporarily as additional facilities for **stocking containers of incoming vehicles**.

To facilitate the successful establishment of **MIA Outdoors Distribution Services, LLC, DBA JIMMY's EV WORLD**, MIA shall allocate a portion of the **$1,000,000 USD** budget toward the **development of these premises**. The funding will be used for **assembling, distributing, and selling EVs**, including but not limited to:

- **Facility modifications and renovations** to accommodate assembly operations
- **Infrastructure development** for EV distribution and logistics
- **Showroom setup** for retail sales and customer engagement
- **Operational enhancements** to support efficient warehousing and inventory management

This strategic investment will ensure that the property is fully equipped to support the growth and expansion of **JIMMY's EV WORLD**, solidifying its role as a premier hub for EV sales and distribution.

6. Showroom Branding:

The showrooms will operate under the name **JIMMY's EV WORLD**. All marketing and design concepts will be under the supervision and co-creation of MIA and JIMMY on behalf of JIMMY's EV WORLD. The rights to the name and trademark **JIMMY's EV WORLD** will remain with JIMMY.

7. Additional Staff Hiring:

JIMMY will be responsible for hiring additional staff, at MIA's expense, according to its growth and operational needs.

8. Showroom Renovation Expenses:

MIA shall be responsible for covering the expenses associated with renovating the showroom under the name **JIMMY's EV WORLD**. A portion of the **$1,000,000 USD budget** will be allocated toward the **renovation, startup costs, overhead expenses, labor costs, and all other operational expenses** required to successfully launch **JIMMY's EV WORLD**.

JIMMY and MIA shall **mutually agree** on the specific budget allocation to ensure the **optimal development of the showroom**, including but not limited to:

- **Interior and exterior renovations** to create a modern, customer-friendly retail space
- **Branding and marketing enhancements** to align with MIA's design standards
- **Furniture, fixtures, and equipment (FFE)** necessary for showroom functionality
- **Technology and software implementation** to streamline sales, service, and inventory management
- **Labor and staffing support** for initial operations and showroom setup

This investment will ensure that the showroom meets **industry standards**, enhances **customer experience**, and establishes **JIMMY's EV WORLD** as a leading distributor of MIA's EV products.

Additional Expense Allocation:

To further support the transition to EV sales and optimize showroom capacity, **MIA shall allocate $150,000 USD to Jimmy Long Truck Country** to **buy down and sell off existing truck inventory**, thereby freeing up credit lines on the **floor plan** (the credit facility used to finance EV purchases). This allocation will be **distributed evenly** across the two dealership locations, with **$75,000 allocated per location**, ensuring a smooth and efficient transition toward the expansion of **EV inventory and showroom availability**.

This strategic investment will not only facilitate **a seamless shift to EV sales** but also reinforce the financial stability and operational efficiency of **JIMMY's EV WORLD** as it scales into a premier EV distributor.

9. US Importer and Affiliation:

JIMMY acknowledges that MIA GLOBAL INC. is the current U.S. importer of all MIA products and is registered with U.S. Customs.

10. Marketing and Exhibition Support:

MIA shall provide **comprehensive marketing and exhibition support** to enhance brand awareness, drive customer engagement, and establish **JIMMY's EV WORLD** as a premier distributor of MIA's EV products.

Event Participation & Sponsorships:

For any **shows, exhibitions, or similar events ("Show")** where **JIMMY** or its affiliates represents the **MIA GLOBAL** brand, **MIA Global Inc** shall cover all built in cost associated with participation. This includes booth and booth display costs, travel expenses, and other related costs. A mutually agreed-upon budget per event must be communicated and approved in advance, including set per diems for hotels, food, and exhibition expenses, prior to any and all **Shows**.

MIA will allocate funds to support participation in major industry events, such as:

- **The PGA Show** – Showcasing MIA's electric golf carts and related products to golf course operators, resorts, and high-end buyers.
- **EV Trade Shows & Expos** – Presenting MIA's lineup at **leading electric vehicle industry events** to attract potential dealers, fleet buyers, and investors.
- **Powersports & Outdoor Recreation Shows** – Featuring MIA's **electric scooters, e-bikes, and all-terrain EVs** at key exhibitions such as **SEMA, Overland Expo, and Outdoor Retailer**.
- **Green Energy & Sustainability Conferences** – Promoting MIA's **hydrogen fuel cells, battery innovations, and carbon capture technology** at industry-leading summits.

Branding, Advertising & Digital Marketing:

MIA will provide funding and resources to execute **high-impact marketing campaigns**, including:

- **Professional branding and marketing collateral** (brochures, signage, promotional videos).
- **Social media advertising and influencer partnerships** to amplify brand visibility.
- **Localized advertising** in key markets to support dealership expansion.
- **Dedicated website and e-commerce development** for online sales and customer inquiries.

Dealer & Distributor Support:

MIA will assist in providing **custom marketing materials, co-branded advertising, and promotional incentives** to help JIMMY's EV WORLD and its dealer network generate sales. Special event funding and promotional budgets will be mutually agreed upon for dealership-level activations.

By strategically leveraging **event marketing, industry partnerships, and digital outreach**, this initiative will drive **brand recognition, customer engagement, and revenue growth.** solidifying **JIMMY's EV WORLD** as a dominant player in the U.S. EV market.

11. Limitations on Transfer:

This contract may not be assigned or transferred to another party without the express written approval of both Parties.

12. Pricing:

The cost of golf carts shall be fixed at $4,400 per cart, including shipping, tariffs, and customs expenses. This fixed cost of $4,400 will be guaranteed through the year of 2025. The Cost of golf carts and all expenses in the following year of 2026 will be guaranteed not to increase more than 5% of the original agreed $4,400

1. **MIA Golf Cart**
   - Cost delivered to JIMMY: $4,400 per unit
2. **MIA Patriot Cart**
   - Cost delivered to JIMMY: $10,000 per unit
3. **MIA Scooter**
   - Cost delivered to JIMMY: $450 - $550 per unit
4. **MIA Motorcycle**
   - Cost delivered to JIMMY: $1500

13. No Interest, Right or License:

Notwithstanding the foregoing, JIMMY shall not acquire any interest, right or license in or to the EVs, or any documentation provided therewith, or any aspect thereof, by virtue of the execution, performance or delivery of this Agreement.

14. Parties' Responsibilities:

(a) MIA's Responsibilities. In addition to responsibilities specified elsewhere herein, MIA will be responsible for ensuring that a sufficient number of EVs are available for distribution and for providing a reasonable amount of marketing materials to be used by JIMMY in its efforts to market and distribute the EVs. MIA will also provide a web site and support, technical support and hosting. MIA will also provide training in marketing and customer support

(b) JIMMY's Responsibilities. In addition to responsibilities specified elsewhere herein, including but not limited to using its best efforts to distribute the EVs during the Term of this

Agreement, JIMMY will act as the distributor and marketer of the EVs and will provide tier one product support (FAQ). In addition, JIMMY will provide MIA all requested identifying information for purchasers of the EVs, will provide license renewal notification to purchasers and JIMMY, and will handle all collection and disbursement of license fees.

15. Term and Termination:

Subject to earlier termination for Cause or as allowed elsewhere in this Agreement, the initial term ("Term") of this Agreement shall be for five (5) years, commencing with the effective date first set forth above. Thereafter, this Agreement shall be renewable for two (2) successive five (5) years terms (each a "Renewal Term") provided that JIMMY gives notice to MIA at least one hundred eighty (180) days before the end of the Term or the then current Renewal Term that it desires to renew this Agreement. The last day of the Term or any Renewal Term shall be the Termination Date.

Either party will have the right to terminate this Agreement immediately for Cause. For purposes of this Agreement, the term "Cause" shall mean (i) a breach or violation of a material term, condition or covenant of this Agreement by either party that is not cured within thirty days from the date of JIMMY'S notice from the other party specifying the nature of such breach or violation, (ii) a violation by either party of any local, state or federal rule, regulation or law, other than routine traffic violations and similar misdemeanors, (iii) a party becomes insolvent or fails to pay its debts or perform its obligations in the ordinary course of business as they mature or makes an assignment for the benefit of creditors; (iv) any other act or conduct by either party that the other party determines in good faith to be materially detrimental to the other party's business or reputation; or (v) any failure by JIMMY to pay a Fee when due.

Termination of this Agreement shall not impact the obligation of JIMMY to pay Fees owed prior to the Termination Date.

16. Confidentiality and Non-Circumvention:

MIA and JIMMY shall each hold the proprietary and confidential information of the other (collectively, the "Confidential Information") in strict confidence. The party receiving Confidential Information shall be referred to as the "Receiving Party" and the party disclosing Confidential Information shall be referred to as the "Disclosing Party." The Receiving Party shall exercise at least the same degree of diligence and care to protect the Disclosing Party's Confidential Information as the Receiving Party uses to avoid disclosure or dissemination of the Receiving Party's own highly confidential information, but in no event is less than a reasonable standard of diligence and care. In addition to all other Confidential Information, the parties agree that the existence of and terms of this Agreement are Confidential Information. The Receiving Party may in turn disclose Confidential Information (a) to the Receiving Party's owners, directors, managers, officers, employees, representatives, agents, affiliates, contractors, vendors and other service providers who have a need to know such information and are bound by the confidentiality and non-circumvention terms of this Agreement, (b) to other parties with the prior consent of the

Disclosing Party and (c) to the extent required by law; provided, however, in the latter case, the Receiving Party shall give the Disclosing Party prompt notice of any request or demand for such disclosure to give the Disclosing Party the opportunity to seek a restraining order to prevent such disclosure and/or a protective order to limit such disclosure. In addition, as a result of receiving Confidential Information and otherwise becoming familiar with each other's business and affairs, the parties may obtain knowledge about the other's employees, affiliates, associates, partners, contacts, sources, contractors, vendors, other service providers, customers and prospects (collectively, the "Proprietary Relationships") and the other's plans and opportunities (collectively, the Proprietary Opportunities"). With respect to the foregoing, Receiving Party shall not use its knowledge of any Confidential Information, Proprietary Relationship or Proprietary Opportunity of the other (i) for any purpose other than to perform under this Agreement, (ii) for its own advantage or economic benefit outside the scope of this Agreement or (iii) in any manner that would harm or otherwise be a detriment to the other party.

"Confidential Information" means any information relating to the parties' product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, whether or not designated as confidential; provided, however, that "Confidential Information" shall not include information that: (i) was generally available to the public at the time of receipt from the Disclosing Party, or thereafter becomes generally available to the public other than through a breach of this Agreement by the Receiving Party; (ii) is known to the Receiving Party on a non-confidential basis prior to its receipt from the Disclosing Party; (iii) is disclosed with the prior consent of the Disclosing Party; (iv) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party; or (v) was developed independently by personnel of the Receiving Party who had no substantive knowledge of the Disclosing Party's Confidential Information at the time of such independent development.

17. Indemnification:

Each party hereby indemnifies the other party, as well as the other party's owners, directors, managers, officers, employees, representatives, agents, and affiliates, and shall defend and hold all such indemnified parties harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to (a) the conduct of the indemnifying party's business or affairs and (b) the indemnifying party's breach or violation of this Agreement.

With respect to claims brought against JIMMY arising out of the sale, use, housing, or operation of the EVs, MIA shall procure commercial general liability insurance in an amount not less then $10,000,000, which shall name JIMMY as an additional insured. MIA shall indemnify JIMMY for any losses, expenses, or damages incurred not covered by insurance.

Initials: Initials:

18. Relationship of the Parties:

The relationship of the parties created by this Agreement is that of independent contractors and no partnership, joint venture or similar relationship is intended to be created, nor is created, as a result of the execution, delivery or performance hereof. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party.

19. Force Majeure:

Neither party shall be liable for any failure or delay in the performance of an obligation hereunder on account of strikes, riots, fires, explosions, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

20. Notices:

All notices must be in **writing** to be effective and may be **personally delivered, sent by certified mail, recognized overnight courier (e.g., FedEx), or transmitted via email.** Notices sent via **registered mail or overnight courier** shall include an accompanying **affidavit of service**, and email notifications shall be deemed received **upon confirmation of successful transmission**.

If to JIMMY:

With copy to:

mjaoutdoors.distribution@gmail.com
34128 S. Burnt Cabin Rd
Park Hill, OK 74451

If to MIA:

With copy to:
michelleboos@mia-global.com
805 3rd Avenue 6th floor
New York, NY 10021

Effectiveness of Notice:

Notices shall be deemed **received and effective** under the following conditions:

- **Personal delivery:** Upon actual receipt.
- **Certified mail or overnight courier:** Upon confirmed delivery with proof of receipt.
- **Registered mail with affidavit:** Upon documented delivery confirmation.

- **Email notification:** Upon confirmation of successful transmission.

Either party may change its **notice address or email** by providing written notice to the other party **in accordance with this section**.

21. Governing Law and Venue:

This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by, interpreted under and enforced in accordance with the laws of the State of Oklahoma, without regard to choice of law and conflict of law statutes. The State Courts located in Tulsa County, Oklahoma shall have exclusive jurisdiction to hear and determine any claims, actions or suits which may arise under or out of this Agreement.

22. Binding Agreement:

Each party hereby represents and warrants to the other that (a) its execution, delivery and performance of this Agreement has been duly authorized and approved in every respect and (b) neither its execution or delivery of this Agreement, nor its performance hereunder, will violate or conflict with any term or condition of its organizational or other governing documents, or any other agreement or directive of any kind or nature to which it is a party or by which it is otherwise bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

23. Entire Agreement:

This Agreement, including any attachments specifically referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous understandings or agreements relating thereto, whether written or oral.

24. Subsequent Modifications:

No owner, manager, officer, employee, representative, agent or any other party has the authority to modify this Agreement orally or make any other oral agreement. Modifications of this Agreement must be in writing and signed by each party to be effective.

25. Construction:

Whenever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. Any reference in this Agreement to a party shall mean a party to this Agreement unless the context indicates otherwise. The order of the paragraphs of this Agreement, and the paragraph headings, are only for convenience, and shall not be used in the interpretation of any provision hereof

26.Severability:

If any provision of this Agreement is found to be invalid or unenforceable, to the extent permitted by law, such provision may be reduced in scope or otherwise modified to render the subject provision reasonable and enforceable. Otherwise, if any such invalid or unenforceable provision cannot be or is not so modified, such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

27.Exercise of Rights and Waivers:

All rights, powers and privileges of the parties under this Agreement are separate, cumulative and exercisable concurrently or successively at the exercising party's discretion. No waiver, delay or failure to insist upon the adherence to and strict performance of the terms of this Agreement, or waiver, delay or failure in the exercise of any other right, power or privilege hereunder, shall operate as a waiver of the right to subsequently compel such adherence or performance, or to subsequently exercise any such other right, power or privilege, with respect to the matter in question or any other matter, including any continuing or subsequent breach or violation hereunder by a party.

28.No Assignment:

Neither this Agreement, nor any of the rights or obligations hereunder, may be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

29.Business, Financial and Legal Review:

Each party acknowledges that it has had the opportunity to have this Agreement reviewed by business, financial and legal advisors of its choosing prior to the execution hereof.

30.Counterparts:

This Agreement may be executed in counterparts and delivered by email, and all such counterparts and telecopies shall constitute one and the same agreement.

31.Survival:

Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above.

Initials _____ Initial _____

MIA GLOBAL INC

Michelle Boos

DATE 2-11-2025

By: Michelle Boos, Founder

michelleboos@mia-global.com

MIA Outdoors Distribution Services, LLC

DBA "JIMMY'S EV WORLD"

Distributor

DATE 2-10-2025

By: Jimmy Long, Owner

Miaoutdoors.distribution@gmail.com

5232 S. Muskogee Ave. Tahlequah, OK 74464

Notary Acknowledgment

STATE OF OKLAHOMA
COUNTY OF CHEROKEE

On this 10th **day of February, 2025**, before me, **Joshua Long**, a **Notary Public** in and for the State of **Oklahoma**, personally appeared **James Wesley Long ("Jimmy")** and **Michelle Boos ("MIA")**, who, being duly sworn, acknowledged that they executed the foregoing **Master Agreement** on behalf of their respective entities for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Joshua Long, Notary Public

My Commission Expires: _____
Commission Number: _____

[Notary Seal]

Initials: JS Initials:

ANNEX

Annex A: Pricing Structure 2025

5. **MIA Golf Cart**
   - Cost delivered to JIMMY: $4,400 per unit
6. **MIA Patriot Cart**
   - Cost delivered to JIMMY: $10,000 per unit
7. **MIA Scooter**
   - Cost delivered to JIMMY: $450 - $550 per unit
8. **MIA Motorcycle**
   - Cost delivered to JIMMY: $1500
9. **Additional Costs**
   - Freight, transportation, and Port costs from **MIA** to **JIMMY** are the responsibility of the **MIA**
10. **Pricing will not increase more than 5% from year 2025 to year 2026**

Annex C: Exclusive Territory Rights

1. **MIA OUTDOORS DISTRIBUTION SERVICES, LLC DBA: JIMMY'S EV WORLD** has **Exclusivity** for the entire United States of America.

Annex D: Term of Agreement

Initial Term

The initial term (**"Term"**) of this Agreement shall be for **five (5) years**, commencing on the Effective Date first set forth above.

Renewal Terms

- This Agreement shall be **renewable for two (2) successive five (5) year terms** (each a **"Renewal Term"**).
- To renew the Agreement, the **JIMMY** must provide written notice to MIA at least **one hundred eighty (180) days** before the end of the Term or the then-current Renewal Term.

Termination Date

- The **last day of the Term or any Renewal Term** shall be the **Termination Date** unless renewed as specified above.